

**INTERAGENCY AGREEMENT**

**between**

**STATE OF WASHINGTON**

**DEPARTMENT OF ECOLOGY**

**and**

**WASHINGTON STATE PARKS & RECREATION COMMISSION**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as ECOLOGY and the WASHINGTON STATE PARKS & RECREATION COMMISSION, hereinafter referred to as WSPRC.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding for construction of a campsite for the Cascadia Marine Kayak Trail and enhancement of the wetland at the Point Hannon State Park.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

WSPRC and/or its subcontractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on November 1, 2005, and be completed on December 31, 2006, unless terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$31,500. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment "A" which is attached hereto and incorporated herein.

## **BILLING PROCEDURE**

WSPRC shall submit invoices monthly. Payment to WSPRC for approved and completed work will be made by warrant or account transfer by ECOLOGY within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## **CONTRACT MANAGEMENT**

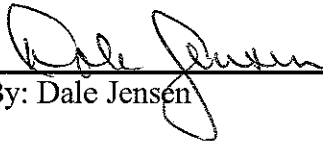
The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: Dale Davis  
Department of Ecology  
PO Box 47600  
Olympia, WA 98504-7600  
(360) 407-6972

The Project Manager for WSPRC is: Nikki Fields  
State Parks  
2840 Riverside Drive SE  
Auburn, WA 98002  
(253) 288-3000

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

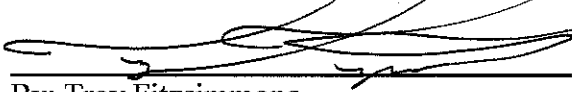
STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
By: Dale Jensen

Title: SPPR Program Manager

Date: 10-26-05

STATE OF WASHINGTON  
PARKS & RECREATION COMMISSION

  
By: Troy Fitzsimmons

Title: Parks Development Service Center  
Regional Manager

Date: 11-1-05

**APPROVED AS TO FORM ONLY:**  
Attorney General

# **Attachment A**

## **Statement of Work and Budget**

### **Point Hannon Kayak Trail Campsite Construction and Wetland Enhancement**

#### **Statement of Work**

Point Hannon, a 7.7-acre sand spit containing 1,778 feet of no bank saltwater shoreline, was acquired by the Trust for Public Land, sold to the state of Washington and is now managed by Washington State Parks and Recreation Commission (State Parks). Located on the northeast side of Hood Head in Jefferson County, this area provides a natural habitat for upland and marine species and serves as a spawning ground for Pacific Sand Lance, a key food source for the endangered Puget Sound Chinook and Hood Canal Chum Salmon.

In addition to habitat protection, a primary objective for this acquisition was to preserve the property in its natural state for limited, low-impact public access. State Parks has partnered with the Washington Water Trail Association to develop the Cascadia Marine Trail (CMT) that allows kayakers and other human-powered craft to travel an infinite array of routes along the more than 2,000 miles of Puget Sound shoreline.

The CMT is one of the premier water trails for non-motorized boaters in the United States. Suitable for day or multi-day trips, the Cascadia Marine Trail has over 50 campsites to visit. A campsite at Point Hannon would help complete the goal of providing a designated Marine Trail campsite every five to eight miles along Puget Sound for the safety and comfort of kayakers, rowers, canoeists, and small-boat sailors.

This proposed project is comprised of two components:

1. Establishment of a CMT campsite consisting of:

- a signed, designated camping site of approximately 1000 sq. ft. of level upland surface area
- a trail from the beach to the upland camping site
- a vault toilet that could be easily accessed by State Parks' marine maintenance crew for frequent, low-impact servicing and infrequent pump outs

2. Wetland enhancement and protection:

- removal of all non-native, invasive plant species from the wetland area of Whiskey Spit
- installation of signage along perimeter of wetland area to educate the public on the value of estuarine wetlands and to minimize visitor impacts
- installation of signage at campsite with Leave-No-Trace guidelines and other regulations and fire restriction information

Once funded, several months will be necessary for acquiring permits. Project construction could begin immediately after permit acquisition. The target construction date is for late fall/early winter 2006.

## **Budget**

**Contract Amount:** \$31,500, which will be spent as follows:

- materials for toilet, sewer line and valve, picnic table and signage (\$21,000)
- equipment rental (small excavator to dig toilet vault, \$500)
- helicopter transport of materials and equipment from Shine Tidelands State Park to Point Hannon (1 day @ \$5,000/day)
- permits and engineering (\$2,000)
- Washington Conservation Corps crew for site preparation and toilet vault installation (\$3,000)

**Matching funds:** Washington Water Trails Association (WWTa) volunteers will contribute at least 200 hours of volunteer time for site preparation and post-construction monitoring (value: 200 hours @ \$17/hr = \$3,400). In addition, State Parks will provide (contribute) staff time for staging and transportation of materials to Shine Tidelands for air transport.